

## REMARKS

Applicant respectfully requests reconsideration of the present application in view of the reasons that follow. Note that an interview with the examiner took place on October 24, 2006. A separate Interview Summary is included herewith.

Claims 1-33 are presented for examination. Note that the Office Action mistakenly listed the number of claims as 1-20. Claims 1 and 18 have been amended to clarify the interest-bearing nature of the deposit accounts.

Claims 1-20 were rejected under 35 USC 103 over Oncken (4,985,833) in view of Paulson (5,893,078). It is assumed that the same rejections is being applied to claims 21-33. This rejection is traversed and reconsideration thereof is respectfully requested.

The claims are directed to a system, method and program product for obtaining interest on money deposited in a demand account, while permitting the client depositor to implement an unlimited number of transactions per month against the money while at the same time retaining the funds in the same bank holding the demand account and at the same time drawing interest.

Oncken discloses a managing financial institution 20, operating under a formal agency agreement with depositors (column 5, lines 30-32), that provides federal insurance and interest on money of the depositors by sending it out to one or more federally insured depository institutions 22. Oncken does permit unlimited withdrawals by switching the funds out of the then current depository bank after 5 withdrawals have occurred, and moving the funds to a new bank on a sixth withdrawal. (See Column 8, lines 38-43.) Thus, Oncken does not disclose a system or method or program product that permits an unlimited number of transactions per month against an interest-bearing pooled deposit account at that same bank.

*(b) transferring client funds from each of a plurality of client demand accounts to the pooled interest-bearing deposit account at the client's bank or savings institution, and . . .*

*wherein the client funds are retained by the bank  
or savings institution, and the client may implement up to an  
unlimited number of transactions per month while continuing to  
earn interest.*

Although Paulson does disclose demand accounts and sub-accounts, Paulson handles the 6 transfer limit by moving all of the money out of the interest-bearing account on the sixth transfer. Specifically, when a sixth sweep is required, then all of the funds in the Paulson interest-bearing money market sub account, sub-MMA, are transferred to a demand deposit sub account, sub-DDA, on this sixth sweep. See column 1, lines 57-63; column 5, lines 39-44; column 6, lines 3-5.

To summarize Oncken, every five (5) transfers it moves funds from an interest-bearing account at one deposit institution to an interest-bearing account at a different deposit institution, in order to continue to earn interest. By definition, the Oncken system cannot retain the funds in the same institution and have unlimited transfers.

To summarize Paulson, on the occurrence of five transfers it moves all of the funds out of the interest-bearing money market sub-MMA in a sixth transfer, so that interest is no longer being earned on the money.

Thus, both references teach that on the occurrence of five transfers, a sixth transfer should automatically be run to move all of the money out of the interest-bearing account where it is located into a new account. In Oncken, that new account is at a different bank, thereby not meeting the claim requirement that the funds be “*retained by the bank or savings institution*.” In Paulson, the new account is the sub-DDA, which is non-interest bearing, thus not meeting the claim limitation that the client may “*implement up to an unlimited number of transactions per month while continuing to earn interest*.”

Note that not only are these references deficient, but their teachings, even if combined, do not meet the claimed combination. Oncken teaches moving money to a different bank after 5 transfers, while Paulson teaches moving money to a non-interest bearing account. It is not clear how one would modify the other to arrive at applicants’ claimed invention, or why

one of ordinary skill in the art, without inventive activity, would be motivated to make such a combination, nor what would result.

Applicant believes that the present application is now in condition for allowance. Favorable reconsideration of the application as amended is respectfully requested.

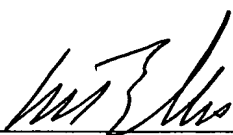
The Examiner is invited to contact the undersigned by telephone if it is felt that a telephone interview would advance the prosecution of the present application.

The Commissioner is hereby authorized to charge any additional fees which may be required regarding this application under 37 C.F.R. §§ 1.16-1.17, or credit any overpayment, to Deposit Account No. 19-0741. Should no proper payment be enclosed herewith, as by a check being in the wrong amount, unsigned, post-dated, otherwise improper or informal or even entirely missing, the Commissioner is authorized to charge the unpaid amount to Deposit Account No. 19-0741. If any extensions of time are needed for timely acceptance of

papers submitted herewith, Applicant hereby petitions for such extension under 37 C.F.R. §1.136 and authorizes payment of any such extensions fees to Deposit Account No. 19-0741.

Respectfully submitted,

Date November 21, 2006

By  \_\_\_\_\_

FOLEY & LARDNER LLP  
Customer Number: 22428  
Telephone: (202) 672-5485  
Facsimile: (202) 672-5399

William T. Ellis  
Attorney for Applicant  
Registration No. 26,874